

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Producers 88 (4-89) — Paid Up  
With 640 Acres Pooling Provision  
3 year + 2 year option lease for one lot

**PAID UP OIL AND GAS LEASE  
(No Surface Use)**

THIS LEASE AGREEMENT is made this 30 day of July, 2008, by and between FUCMT 2001-C3 W. Normandale, LLC, a Texas limited liability company, as Lessor (whether one or more), whose address is 1601 Washington Avenue, Suite 700 Miami Beach, Florida 33139 and **DALE PROPERTY SERVICES L.L.C., acting as agent for Chesapeake Exploration LLC, 2100 Ross Ave Suite 1870 Dallas, Texas, 75201**, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

11.2484 acres of land, more or less, situated in the Hayes Covington Survey, Abstract No. 256, Tarrant County, Texas and being all of Lot B, Block 84 of Western Hills, Section 7, an addition to the City of Fort Worth, Texas, according to the Plat thereof recorded in Volume 388-112, Page 26 of the Plat Records of Tarrant County, Texas, but being more particularly described by metes and bounds in that following Trustee's Deed dated December 4, 2007 and recorded as Document No. D207428647 in the Deed Records, Tarrant County, Texas.

in the county of Tarrant, State of TEXAS, containing 11.2484 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty-Five (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be Twenty-Five (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or

tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of Two (2) from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

See Addendum attached hereto and made a part hereof.

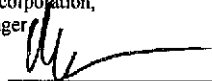
**DISCLAIMER OF REPRESENTATIONS:** Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

**IN WITNESS WHEREOF,** this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

**LESSOR (WHETHER ONE OR MORE)**

FUCMT 2001-C3 W. Normandale, LLC,  
a Texas limited liability company

By: LNR Texas Partners, Inc.,  
a Texas corporation,  
its Manager

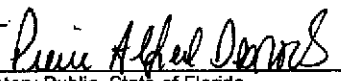
By:   
Randolph J. Wolpert, Vice President

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF MIAMI DADE

This instrument was acknowledged before me on the 30th day of July, 2008, by

Randolph J. Wolpert, Vice President


  
Notary Public, State of Florida  
Notary's name (printed): Pierre Alfred Desroches  
Notary's commission expires:



*This Lease is agreed upon and signed by Lessee on Page 3*

**LESSEE:**

**DALE PROPERTY SERVICES L.L.C.,**  
a Texas limited liability company

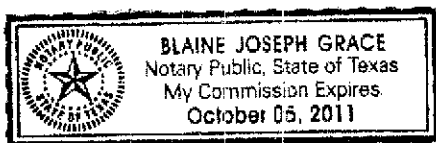
By:   
Name: Mike Taliaferro  
Title: President

**ACKNOWLEDGMENT**

STATE OF Texas  
COUNTY OF Tarrant

This instrument was acknowledged before me on the 31 day of July, 2008, by

Mike Taliaferro, President of Dale Property Services L.L.C.



Blaine Grace

Notary Public, State of Texas

Notary's name (printed): Blaine Joseph Grace

Notary's commission expires:

### Addendum

Attached to and made a part of that certain Paid Up Oil and Gas Lease (No Surface Use) ("Lease") dated July 30, 2008, by and between FUCMT 2001-C3 W. NORMANDALE, LLC, a Texas limited liability company ("Lessor"), and DALE PROPERTY SERVICES L.L.C., acting as agent for Chesapeake Exploration L.L.C, ("Lessee"). Words, terms and expressions defined in the Lease, where the context so permits, have the same meaning when used in this Addendum. It is understood and agreed by Lessor and Lessee that the terms, conditions and provisions of this Addendum supplement the Lease, form part of the Lease and supersede any provision to the contrary set forth in paragraphs 1 through 17 of the Lease, to which Lease this Addendum is attached.

18. (a) NO OTHER MINERALS: It is understood and agreed that the Lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquid or liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith, including sulphur), and that all other minerals and other substances (other than oil and gas) are excepted herefrom and reserved to Lessor.

(b) NO WARRANTY OF TITLE : Lessor makes no warranty of title of any kind with respect to title to the Land. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the Land, and Lessee assumes all risk of title failures. If Lessor owns an interest in the Land less than the entire fee simple estate, then the royalties payable hereunder shall be proportionately reduced. Lessee, at its option, may discharge any tax, mortgage, or other lien on the Land, and in the event Lessee does so, Lessee will have the option of applying the royalties accruing to Lessor toward payment of it.

(c) PRODUCTION COSTS: Lessee must pay to Lessor the net royalty share of proceeds realized by Lessee from the sale of oil and/or gas and casinghead gas, including any other reimbursements or other forms of compensation paid by the purchaser of such oil and/or gas and casinghead gas to Lessee, produced from said land or lands pooled with the lands. Lessee will not deduct or charge Lessor for marketing, transportation, dehydrating, compression, separating, treating or gathering products through Lessee's pipeline and equipment.

(d) SURFACE USE PROHIBITION AND SUBSURFACE EASEMENT: It is hereby agreed and understood that this is a non-surface use Lease and that Lessee does not receive by virtue of Lessor's execution of this Lease any rights of ingress and egress to the surface of the leased premises nor any rights to come upon or use the surface of the leased premises (or any portion thereof) in any manner. However, it is further agreed and understood that Lessee has the right to drill, operate and produce directional and horizontal wells, which surface location is on land other than the lands constituting the leased premises and is at least 300 feet from the nearest boundary line of the leased premises, beneath, through and under the leased premises, irrespective of the surface or bottom hole locations of said wells or the location of any horizontal drainholes. Therefore, Lessor hereby grants and conveys to Lessee all applicable and necessary subsurface rights and easements for all purposes associated with the drilling, operating and producing of any such directional and horizontal wells. Lessor and Lessee further agree that any such subsurface right and easement must commence at and continue below the depth of 1,000 feet below the surface of the lands and are limited to a depth of 8,000 feet below the geological formation of the Barnett Shale.

(e) POOLING: Subject to compliance with all of the requirements of the governmental authorities having jurisdiction over the lands and the operations conducted under the Lease, Lessee may pool the land with other leasehold acreages contiguous thereto to form a pooled unit for the production of gas. The size of the pooled unit may not exceed 320 acres with a tolerance of 10%, more or less. Lessee must file for record in the real property records where the land is located, an instrument describing and designating the pooled acreage for the pooled unit. Lessee agrees to provide Lessor a copy of any pooling agreement, unitization agreement and/or amendments thereto prepared or executed by Lessee (which include any land covered by the Lease), within 90 days of recordation or the effective date of said pooling agreement, unit agreement or amendment, whichever first occurs. In the event only a part, or parts, of the land covered by the Lease is pooled or unitized with other land, or lands, so as to form a pooled unit, or units, operations on or production from such units, or units, will maintain the Lease in force only as to the land included in such unit, or units. The Lease may be maintained in force as to any land covered hereby and not included in such unit or units in any manner expressly provided for herein.

(f) LESSEE'S INDEMNITY: LESSEE HEREBY AGREES TO INDEMNIFY AND TO HOLD HARMLESS LESSOR AND LNR TEXAS PARTNERS, INC., A TEXAS CORPORATION ("MANAGER"), THEIR LENDERS, SUCCESSORS, ASSIGNS, HEIRS, EXECUTORS, AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, REPRESENTATIVES, UNDERWRITERS, AND COUNSELS, FROM AND AGAINST ALL DAMAGES, COSTS, EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR INJURY TO OR DEATH OF PERSONS AND LOSS OF OR DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES, EXPERT FEES, COURT COSTS AND OTHER DISBURSEMENTS, CAUSED BY, ASSOCIATED WITH, ARISING FROM, INCIDENT OR RELATED TO, OR IN CONNECTION WITH LESSEE'S OPERATIONS UNDER THE LEASE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, OPERATIONS ON LANDS POOLED OR UNITIZED WITH THE LANDS SUBJECT HERETO. AS USED IN THIS PARAGRAPH, THE TERM "LESSEE'S OPERATIONS" INCLUDES OPERATIONS BY LESSEE AND/OR ANY CO-VENTURER OF LESSEE, AND THE AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS, AND ANY OTHER PERSON OR ENTITY ACTING (DIRECTLY OR INDIRECTLY) UNDER LESSEE'S AND/OR ANY SUCH CO-VENTURER'S DIRECTION AND CONTROL, INCLUDING THE SUCCESSORS AND ASSIGNS OF ALL OF THE FOREGOING PERSONS AND ENTITIES.

(g) **SHUT-IN ROYALTIES:** Lessee's right to maintain the Lease solely by the payment of shut-in gas royalties is a recurring right that may be exercised from time to time. However, the right is limited to a period or periods not to exceed 2 consecutive years and 4 years in the aggregate.

(h) **ROYALTY OVERPAYMENT:** Lessor will have no liability for the repayment of any overpaid royalties. Lessee may recoup an overpayment from Lessor's share of future production from the well from which the overpayment occurred if discovered and proved to Lessor's reasonable satisfaction within two years of the overpayment.

(i) **LEASED PREMISES:** The Lease includes only those lands described in Exhibit A attached hereto, and does not include any other land owned or claimed by Lessor.

(j) Lessor and Lessee hereby agree that the Lease (including this Addendum) may not be amended, revised, altered, restated, supplemented, extended, modified or changed (and whether similar or dissimilar to the foregoing) in any manner or respect, without the prior written consent of Lessor, Lessee and Lessor's lender, if applicable.

**(K) LESSOR AND LESSEE HEREBY FURTHER AGREE THAT:**

**A. NEITHER PARTY MAY WAIVE ANY OF ITS RIGHTS UNDER THE LEASE (INCLUDING ANY OF ITS RIGHTS SET FORTH IN THIS ADDENDUM), OR WAIVE ANY OF THE OBLIGATIONS OF THE OTHER PARTY UNDER THE LEASE (INCLUDING ANY OF ITS OBLIGATIONS SET FORTH IN THIS ADDENDUM); AND**

**B. NEITHER PARTY MAY RELEASE, DISCHARGE OR ACQUIT THE OTHER PARTY OF ANY OBLIGATION OR LIABILITY UNDER THE LEASE (INCLUDING THOSE SET FORTH IN OR CREATED BY THIS ADDENDUM),**

**IN EACH CASE OF 18(l)(i) AND 18(l)(ii) ABOVE, WITHOUT THE PRIOR WRITTEN CONSENT OF MANAGER.**


(l) **DELETION OF OPTION:** Section 12 of the Lease, containing an option or options in favor of Lessee, is hereby deleted in its entirety.

Signed for Identification on July 30, 2008.

**LESSOR:**

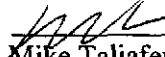
**FUCMT 2001-C3 W. NORMANDALE LLC,**  
a Texas limited liability company

By: LNR Texas Partners, Inc.,  
a Texas corporation,  
its Manager

By:   
Randolph J. Wolpert, Vice President

**LESSEE:**

**DALE PROPERTY SERVICES L.L.C.,**  
a Texas limited liability company

By:   
Name: Mike Taliaferro  
Title: President

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF MIAMI DADE

This instrument was acknowledged before me on the 30th day of July, 2008, by

Randolph J. Wolpert, Vice President



Pierre Alfred Desroches

Notary Public, State of Florida

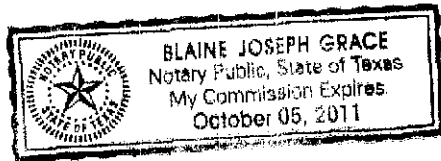
Notary's name (printed): Pierre Alfred Desroches

Notary's commission expires:

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 31 day of July, 2008, by

Mike Taliaferro, President of Dale Property Services L.L.C.

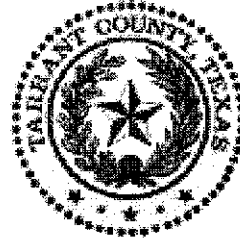


Blaine Grace

Notary Public, State of Texas

Notary's name (printed): Blaine Joseph Grace

Notary's commission expires: 10/5/11



DALE RESOURCES LLC  
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 08/07/2008 08:38 AM  
Instrument #: D208308166  
LSE 7 PGS \$36.00

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**D208308166**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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